

**South Carolina Department of Health and Environmental Control
HOPWA FY 2017 Grant Year**

Request for Applications

I. SCOPE OF GRANT PROPOSAL

The State of South Carolina, South Carolina Department of Health and Environmental Control (DHEC), solicits proposals from organizations to serve as a “Project Sponsor” for funds administered by DHEC for the State of South Carolina from the U.S. Department of Housing and Urban Development (HUD) “Housing Opportunities for Persons with AIDS (HOPWA) Program to one (1) service area of the state. Project Sponsors will provide short term emergency housing assistance and supportive services for low income for persons with HIV disease with the goal of preventing homelessness. The one (1) service area is: (1) Chesterfield, Darlington, Dillon, Florence, Marlboro, and Marion counties.

II. SPECIFICATIONS

The Catalog of Federal Domestic Assistance program number for HOPWA is 14.241. The Project Sponsor shall use HOPWA Program funding administered by DHEC for the State of South Carolina to provide the following services to eligible persons: emergency housing assistance in the form of short-term rent, mortgage and utility payments and permanent housing placement and supportive services for persons with HIV disease who are homeless or who are at risk of becoming homeless in accordance with the requirements of applicable HUD regulations (24 CFR part 574 – Attachment 1). Project Sponsors must provide services in the same or substantially similar manner as stated in the State of South Carolina Consolidated Plan for Housing and Community Development: 2015 Action Plan submitted to HUD (Attachment 2) and follow the SC Service Provider HOPWA Guidelines (Attachment 3 and posted on the SCDHEC HOPWA Technical Assistance website at <http://www.dhec.sc.gov/health/disease/stdhiv/docs/2007guidelines.031913.pdf>.)

A. Background

The Federal U.S. Department of Housing and Urban Development (HUD) “Housing Opportunities for Persons with AIDS” (HOPWA) Program funding for the State of South Carolina is administered by the SC Department of Health and Environmental Control (DHEC), STD/HIV Division. DHEC distributes the funds to regional Ryan White Care Providers and/or eligible non-profit organizations that assist persons living with HIV/AIDS. The state HOPWA program serves all areas of South Carolina with the exception of the Columbia, Greenville and Charleston Eligible Metropolitan Area (EMA) which receive HOPWA funding directly from HUD and Aiken, Chester, Lancaster, and York counties which are part of neighboring states’ EMAs.

B. Purpose

Federal funds available through this request for application are to be used for providing the following services to eligible persons with the goal to prevent homelessness: emergency housing assistance in the form of short-term rent, mortgage and utility payments and permanent housing placement and supportive services.

C. Distribution

Through this Request for Applications, DHEC will make available HOPWA funds to Project Sponsors to provide these services to the one (1) service area in the state. One (1) service area

includes Chesterfield, Darlington, Dillon, Florence, Marlboro, and Marion counties. The project sponsor selected must be located in the service area in which they are requesting funding and make services available to HIV+ residents in all of the counties in the multi-county area.

The initial grant fiscal year is from April 1, 2017-March 31, 2018. The total dollar amount available will be dependent on federal funds available. The grant will be awarded for a period of up to three (3) years. Any continuation of funding after the initial program year is contingent upon federal funds availability and performance. Grant award amounts are subject to change each year

FUNDING FOR THE PROJECT SPONSOR IS DEPENDENT UPON RECEIPT BY DHEC OF FEDERAL FUNDS.

III. SCOPE OF WORK

A. Specific Tasks

The HOPWA Project Sponsor awarded under this grant application shall:

1. Provide emergency housing assistance in the form of short-term rent, mortgage and utility payments and permanent housing placement and supportive services to eligible clients.
2. Operate the program services in accordance with the requirements of applicable HUD regulations (24 CFR Part 574 – Attachment 1).
3. All clients must be screened at HOPWA intake for eligibility into the program. Ensure that case managers who are employed by the Project Sponsor will be responsible for determining a participant's eligibility for the HOPWA-funded emergency housing service (as described in 24 CFR Part 574.3). Low-income persons (at or below 80 percent of area median income) that are medically diagnosed with HIV/AIDS and have a need for emergency housing assistance for a short period of time and their families are eligible to receive HOPWA-funded assistance.
4. Ensure that case managers will develop and assure a coordinated plan of care and attempt to secure permanent housing for clients. This would include assisting clients who are not on disability to apply for disability, assisting clients to apply for public housing assistance such as Section 8 subsidies, assisting clients to apply for the DHEC-sponsored, statewide Tenant Based Rental Assistance program, and assisting clients to apply for housing at community residential care facilities and/or long-term care facilities.
5. Agree to comply with the maximum time period for short-term housing as mandated by HUD regulations: 21 weeks in a 52-week period for rent, mortgage and utility payments (ref. 24 CFR part 574.330 a).
6. Ensure that no fees are to be charged to eligible clients for activities carried under this grant agreement.

B. General Grant Requirements

1. The Project Sponsor will consult with the DHEC STD/HIV Program in developing programs/services and policies in order to assure compliance with HUD regulations.

2. The Project Sponsor must use Provide Enterprise for tracking and reporting program services.
3. The Project Sponsor, within 90 days of the execution of the contract, must obtain or have on record a certificate of completion of the HOPWA Financial Management Online Training <https://www.hudexchange.info/training-events/courses/hud-hopwa-financial-management-online-training/>) by at least one of its employees.

C. Funding-Related Grant Requirements

1. A comprehensive budget using the form found in Attachment 4 and a budget narrative reflecting all program costs should be submitted to the DHEC Division of STD/HIV at the beginning of the grant year. If a budget revision exceeds 10%, the Project Sponsor must make a written request to DHEC for approval of the revision. The budget revision will not be allowed until the Project Sponsor receives written approval from DHEC.
2. The Project Sponsor may use up to seven percent of the amounts received for administrative costs. This does not include the costs of staff necessary to assess clients and provide housing assistance.
3. No funds may be used to make cash payments to intended recipients of services.
4. The provisions of the Grant Agreement are contingent upon any possible revision of State or Federal regulations and requirements governing CFDA No. 14.241, Department of Housing and Urban Development, Grant Title “Housing Opportunities for Persons with AIDS (HOPWA) Program,” Award Number SCH09-F999, effective April 1, 2017 to March 31, 2018, and each year thereafter to March 31, 2021 contingent upon final grant award for each year.
5. Advanced payments conditions: An initial advance payment invoice may be made for the expected amount needed for the first month of each grant award year, and subsequent invoices should reflect actual expenditures for eligible activities for the previous month. Advanced payments must be based on estimated expenditures by the recipient for no more than the next 30-day period. By the end of each grant award year, and the grant period, the total expenditures should offset the initial advance payments and this offset must be documented and submitted to DHEC with the final invoice within the grant award year.
6. The Project Sponsor must agree to make available to DHEC and HUD for inspection financial records to ensure proper accounting and dispersing of HOPWA funds. These records will be monitored on an ongoing basis by DHEC and are subject to an annual review by HUD.

D. Grant Reporting and Monitoring Requirements

1. The Project Sponsor must ensure compliance with HUD reporting requirements. A Consolidated Annual Performance and Evaluation Report (CAPER) will be submitted for the HOPWA year, which is April 1 - March 31. Reports will be due to DHEC by April 30 each year. Forms for the report will be provided by DHEC. The report will include demographic information about individuals and families assisted with HOPWA funds, administrative costs charged to the program and costs for emergency housing assistance, and supportive services, including staffing costs, and actions taken to further fair housing.

The report also includes a report on the annual results of the program activities under the HOPWA client outcome goals for achieving stable housing, reducing risks of homelessness and improving access to healthcare and other support. Sub-Grantees will report to the Project Sponsor and DHEC following the DHEC reporting schedule and using the DHEC reporting format.

2. Quarterly Financial Reports identifying the amount of funds received and the amount expended for each category of services provided are required to be submitted to DHEC quarterly 15 days after the end of the quarter.
3. A Mid-Year Programmatic Report showing progress in meeting the program goals and objectives, including numbers of clients served with each service are required to be submitted to DHEC after the end of the first 6 months of the grant period.
4. The Project Sponsor must be prepared to provide, upon request by DHEC, specific documentation of expenditures included on submitted invoices. The following areas will be reviewed:
 - a. Financial Management: Financial records will be reviewed to assure compliance with generally accepted accounting requirements. The records should provide accurate, current and complete disclosure of financial results. They must identify the source and application of funds and must be supported by invoices and other source documentation.
 - b. Program Progress: Review progress in providing mortgage, rent and utility payments, providing supportive services and expending funds.
5. Records with respect to all matters covered by this agreement shall be retained by the Project Sponsor for 6 years after the end of the agreement period, and shall be available for audit and inspection at any time such audit is deemed necessary by DHEC. If audit has begun but is not completed at the end of the 6-year period, or if audit findings have not been resolved at the end of the 6-year period, the records shall be retained until resolution of the audit findings.
6. DHEC will monitor the following areas:
 - a. Beneficiaries: Review client files to determine if they are low-income persons with HIV/AIDS or their family members and have a documented financial emergency. The review will include policies and procedures regarding intake of program participants, assessing/reassessing their needs, the extent to which the program helps clients live more independently, procedures to ensure that clients are being assisted for no more than five months (21 weeks in a 52 week period) and documentation of resident length of stay, turnover and reasons for leaving.
 - b. Conduct an assessment of the housing assistance and supportive services required for participants in the program. Review the provision of supportive services to participants and ensure that case management is offered to each participant. Ensure that each participant has a current Case Management Individualized Action Plan. The Project Sponsor must also comply with HUD reporting requirements as listed in the Annual Performance Report.

E. Grant Budget

1. The initial grant fiscal year is from April 1, 2017 through March 31, 2018. DHEC will make available fiscal year funds to fund the Project Sponsor in the designated counties intended to provide emergency housing assistance. The total annual dollar amount available will be dependent on federal funds made available. The grant will be awarded for a period of up to three (3) years.
2. Determination of award will be based on the merits of the proposed projects as put forth in the grant applications. Up to 7% of the total grant may be used for administration. Any continuation of funding is contingent upon federal funds availability. Grant award amounts are subject to change each year.
3. If awarded, the Project Sponsor will submit a budget narrative and budget form to DHEC at the beginning of each grant year. If throughout the course of a grant year a budget revision is necessary and exceeds 10% of the amount allocated for that budget item, the Project Sponsor must make a written request to DHEC for approval of the revision. The budget revision will not be authorized until the Project Sponsor receives written approval from DHEC.
4. Project Sponsors must ensure that all clients are screened at HOPWA intake for eligibility into the program.

IV. INFORMATION FOR APPLICANTS TO SUBMIT/SCORING CRITERIA

Applicants should submit the following information for the purpose of evaluation. To be considered for award, all proposals must include, at a minimum, responses to the information requested in this section. Scoring points associated with each section are noted in parentheses. Entities applying to be a Project Sponsor should restate each of the items listed below and provide their response immediately thereafter.

All information should be presented in the listed order:

Table of Contents – Provide a *one-page* table of contents document that includes all the items listed below.

1. Program Description
2. Organizational History, Experience and Qualifications
3. Community Assessment
4. Reporting and Evaluation
5. Program Budget (using the form found in Attachment 4) and a Budget Narrative*

*Budget must be submitted but will not be part of the scoring criteria.

1) Program Description (30 Points Total)

The applicant must clearly define the services they will provide and describe how they will be provided.

- a. Identify the services to be provided and how many people with HIV are expected to be served by each service annually.
- b. Describe the staffing your agency will employ to provide the above services.
- c. Describe the process of how the agency will provide the services, including how the agency will ensure proper and timely access to services and to ensure no duplications of delivery occur.
- d. Describe how your agency will ensure only eligible clients are served.

- e. Describe how all of the counties in the service area will be served.
2. Organizational History, Experience and Qualifications (30 points total)
The applicant must demonstrate the proven ability to accomplish the tasks set forth in the Scope of Work and demonstrate experience in providing specified services to persons with HIV disease and their families.
- a. Describe your organization's history, experience and qualifications proving your ability to accomplish the tasks set forth in the Scope of Work.
 - b. Describe the record of service to special populations and subpopulations with HIV disease in the communities/counties to be served.
 - c. Demonstrate the ability to begin provision of services on April 1, 2016
 - d. Include resumes of key personnel assigned to manage the program and what they do for the organization.
 - e. List any lawsuits that have been filed against the applicant for all services related to the services that will be provided under this HOPWA grant. Include the status and background on the claim.
3. Community Assessment (20 points total)
The applicant must demonstrate knowledge of the service area including other HIV and housing services available and the population to be served.
- a. List the agencies and community-based organizations with which your agency will collaborate. For each organization, define its proposed scope of services, role in the region/area, and record of service to persons with HIV disease and families.
 - b. Identify the populations and subpopulations of individuals with HIV disease and their families in the area to be served. The applicant agency shall consider demographic characteristics of reported AIDS cases and HIV infection, as well as other sources of information. South Carolina HIV/AIDS surveillance data is available on the web at <http://www.dhec.sc.gov/health/disease/sts/index.htm>
4. Reporting (20 points total)
The applicant must demonstrate the ability to meet state and federal reporting requirements.
- a. Agency must use the database software *Provide Enterprise* for service data collection and reporting.
 - b. Describe the process the agency will use to collect demographic and qualitative data to meet the state and federal reporting requirements listed in the Scope of Work.
 - c. Describe how the agency will evaluate services to ensure goals and objectives are met.
5. Application Submission
Applicant shall submit a signed Cover Page and Application addressing all of the above noted points. Continuation of funding after the initial program year is contingent upon federal funds availability and performance. Grant award amounts are subject to change each year.

Attachment 1

24 CFR Part 574

<http://www.ecfr.gov/cgi-bin/text-idx?rgn=div5&node=24:3.1.1.3.7>

Attachment 2

State of South Carolina Consolidated Plan for Housing & Community Development: 2016-2020 Annual Action Plan (Final Attachment is HOPWA Action Plan)

<http://www.scdhec.gov/health/docs/stdhiv/HCD-ActionPlanDraft.pdf>

Attachment 3

SC Service Provider HOPWA Guidelines

<http://www.scdhec.gov/Health/docs/stdhiv/2007guidelines.031913.pdf>

Attachment 4

SC HOPWA Budget Form

<http://www.scdhec.gov/Health/DiseasesandConditions/InfectiousDiseases/HIVandSTDs/HOPWA/>
(under "Reports")

Attachment 5

Draft Grant Agreement

DRAFT

GRANT AGREEMENT

BETWEEN

SOUTH CAROLINA DEPARTMENT OF HEALTH AND ENVIRONMENTAL CONTROL

AND

NAME OF GRANTEE

This Grant Agreement by and between the South Carolina Department of Health and Environmental Control (hereinafter referred to as DHEC) and Name of Grantee, Inc. (hereinafter referred to as the Grantee), is for the purpose of disbursing funds in accordance with the U.S. Department of Housing and Urban Development (HUD) "Housing Opportunities for Persons with AIDS" (HOPWA) program and the DHEC Health Services, STD/HIV Division, HOPWA Program as outlined in DHEC's HOPWA FY 2017-RFGA-HV-604 Request for Grant Application (RFGA).

The parties to this Grant Agreement agree as follows:

A. SCOPE OF SERVICES

The Grantee agrees to serve as the "Project Sponsor" for _____ counties for funds administered by DHEC for the State of South Carolina from the U.S. Department of Housing and Urban Development (HUD) "Housing Opportunities for Persons with AIDS" (HOPWA) program. The Catalog of Federal Domestic Assistance program number for HOPWA is 14.241. Per 24 CFR part 574.300 these funds are designed to provide emergency housing assistance, defined as short-term rent, mortgage and utility payments, permanent housing placement and supportive services for persons with HIV disease who are homeless or who are at risk of becoming homeless. The Grantee further agrees to certify that case management and other supportive services are provided through the Ryan White Part B-funded HIV service provider in the area.

B. TERM OF GRANT AGREEMENT

This Agreement shall be effective MMMM-DD-YYYY, or when all parties have signed, whichever is later, and shall terminate MMMM-DD-YYYY; provided, however, upon the annual availability of funds as awarded by the grantor and as disbursed in an amendment to the Grant Agreement on an annual basis. Only work done in accordance with the effective dates of this Agreement will be compensated. If either party elects not to continue this Agreement, this Agreement may be terminated as outlined in the Termination clause of this Agreement. Grantee acknowledges that, unless excused by Section 11-57-320, if Grantee is on the then-current Iran Divestment Act List as of the date of any Grant Agreement renewal, the renewal will be void ab initio.

C. COMPENSATION

1. GRANT AWARD: DHEC agrees to reimburse the Grantee on a monthly basis provided the total amount paid under this Grant Agreement does not exceed \$_____, contingent upon final grant award, for the time period of MMMM-DD-YYYY through MMMM-DD-YYYY, including travel costs incurred. No carry forward will be allowed for these funds. The Grantee should make every attempt to utilize funds as expeditiously as possible within each grant award year. Funding shall be outlined below:
 - a. HOPWA: \$_____- HOPWA funds, Grant Award Year 2017, 4/1/17 to 3/31/18; and approximately \$_____;
 - b. for each year thereafter, contingent upon final grant award for each year.
2. REIMBURSEMENT LIMITATION: DHEC's financial obligations to the Grantee are limited by the amount of Federal funding awarded in Section C.1, and may change from year to year in accordance with Section III of the RFGA.
3. TRAVEL:
 - a. The Grantee's travel expenses, including room and board, incurred in connection with the services described in the Scope of Services will be limited to reimbursement at the standard State rate in effect during the period of this agreement and will be included within the maximum amount of the Grant Agreement.
(Reference: <http://cg.sc.gov/agencyinfo/disbregs/travel.htm>)
 - b. The State of South Carolina's standard rate for hotels will be at the established federal Government Services Administration rate or below for the area of travel. These rates can be found at <http://www.gsa.gov>
 - c. The Grantee must submit lodging receipts showing a zero balance when seeking reimbursement. Prior to submitting any invoices for contractual reimbursements of out-of-state travel, Grantee must submit a written request for approval of out-of-state travel and receive written approval of out-of-state travel. The request for approval must include a breakdown of all proposed travel expenses including, but not limited to, airfare, registration, and lodging and an explanation of how the travel is related to the activities described in the Scope of Services.
4. SOURCE OF FUNDS:
 - a. Compensation for performance of services will be reimbursed with funds made available from the HOPWA Grant, CFDA Number 14.241, Grant Award Title "Housing Opportunities for Persons with AIDS Performance Grant Agreement for FY2014, US Department of Housing and Urban Development (HUD), effective MMMM-DD-YYYY to MMMM-DD-YYYY, and each year thereafter to MMMM-DD-YYYY contingent upon final grant award for each year.

- b. DHEC's Point of Contact for financial information regarding payments made under this Agreement: Ronnie Belleggia, Assistant Bureau Director, Bureau of Financial Management, 2600 Bull Street, Columbia, SC 29201.
- c. Contact the DHEC STD/HIV Program directly for questions regarding invoices, required reporting, and/or as an initial point of contact for any basic Grant Agreement questions. Contact information is as follows: Leigh Oden, HOPWA Program Manager, SC DHEC STD/HIV Division, Box 101106, 2100 Bull Street, Columbia, SC 29211, Phone: (803) 898-0650.

D. METHOD OF PAYMENT; The Grantee shall submit a monthly request for payment for services rendered as outlined in the Scope of Services, Section A, as follows:

- 1. The invoice must include the name and address of the Grantee, the Grant Agreement Number, a brief description of the Scope of Services, the period covered, an itemized listing of expenses incurred with categorical break-out sub-totals as required by the DHEC program, the total amount of the reimbursement, and supporting documentation for expenditures as required by DHEC.
- 2. Reimbursement shall be for actual allowable costs incurred. Only expenditures incurred during the grant period, or the budget period as pre-approved by the DHEC program, can be submitted for reimbursement. The invoice should be received by DHEC within fifteen (15) days after the end of each month. Email requests to RWHOPWAInvoices@dhec.sc.gov or mail requests for payment to SC DHEC STD/HIV Division, Box 101106, 2100 Bull Street, Columbia, SC 29211.
- 3. Advance payments are paid in accordance with DHEC Administration Policy B.414, "Providing Advance Payments of Federal Funds to DHEC Subrecipient Grantees (the "Policy"). In short, the following procedures should be followed. If there is a conflict in the below procedures and the Policy, the Policy controls:
 - a. An initial advance payment invoice may be made for the expected amount needed for the first month of each budget year, and subsequent invoices should reflect actual expenditures for eligible activities for the previous month.
 - b. Advanced payments must be based on estimated expenditures by the recipient for no more than the next 30-day period. The Grantee should make every attempt to utilize funds as expeditiously as possible within each grant award year.
 - c. At the end of each grant award year, and also at the end of the Grant Agreement period if a multi-year Grant Agreement, the total expenditures should offset the initial advance payments and this offset must be documented, reconciled and submitted to DHEC along with the final invoice for the budget year. Documentation and invoice must be submitted to DHEC within fifteen (15) calendar days after the end of the budget year.

E. TERMS AND CONDITIONS:

1. The Grantee agrees to operate the program services in accordance with the requirements of applicable HUD regulations (24 CFR part 574).
2. Case managers who are employed by the Sub-grantees will be responsible for determining a participant's eligibility for the HOPWA-funded emergency housing service (as described in 24 CFR part 574.3). Eligible persons must be HIV infected and be low-income or very-low income persons as defined by HUD and/or have a need for emergency housing assistance for a short period of time.
3. Case managers will develop and assure a coordinated plan of care and attempt to secure permanent housing for clients. This would include assisting clients who are not on disability to apply for disability, assisting clients to apply for public housing assistance such as Section 8 subsidies, assisting clients to apply for the DHEC-sponsored, statewide Tenant Based Rental Assistance program, and assisting clients to apply for housing at community residential care facilities and/or long-term care facilities.
4. The Grantee agrees to comply with the maximum time period for short-term housing as mandated by HUD regulations: 21 weeks in a 52-week period for rent, mortgage and utility payments (ref. 24 CFR part 574.330 a).
5. The Grantee may use up to 7% of the amounts received for administrative costs. This does not include the costs of staff necessary to assess clients and provide housing assistance.
6. The Project Sponsor, within ninety (90) days of the execution of the Grant Agreement, must obtain or have on record a certificate of completion of the HOPWA Financial Management Online Training (<http://www.hudhre.info/index.cfm?do=viewHopwaFinancialTraining>) by at least one of its employees.
7. The Grantee agrees to operate the program services in accordance with the requirements of applicable UD regulations (24 CFR part 574) Reference: <http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?c=ecfr&sid=2e66e569a471d534f7fc663ff078a13d&rgn=div5&view=text&node=24:3.1.1.3.7&idno=24#24:3.1.1.3.7.1.1.1>
8. No fees are to be charged to eligible clients for activities carried out under this Grant Agreement.
9. No funds may be used to make cash payments to intended recipients of services.

10. DHEC will monitor the following areas:

- a. Beneficiaries: Review client files to determine if they are low-income persons with HIV/AIDS or their family members, or have a documented financial emergency. The review will include policies and procedures regarding intake of program participants, assessing/reassessing their needs, the extent to which the program helps clients live more independently, procedures to ensure that clients are being assisted for no more than five (5) months (21 weeks in a 52 week period) and documentation of resident length of stay, turnover and reasons for leaving.
- b. Conduct an assessment of the housing assistance and supportive services required for participants in the program. Review the provision of supportive services to participants and ensure that case management is offered to each participant. Ensure that each participant has a current Case Management Individualized Service Plan. The Grantee must also comply with HUD reporting requirements as listed in the Annual Performance Report.

11. MINORITY BUSINESS: The Grantee must agree to make positive efforts to use small and minority owned businesses and individuals. DHEC Form 128 is for use in providing this information.

12. SUBGRANTEES: Grantee shall not subcontract any work or services covered by this Grant Agreement without the prior written approval of DHEC.

13. ASSIGNMENT: Grantee cannot assign or transfer the Grant Agreement or any of its provisions without DHEC's written consent. Any attempted assignment or transfer not in compliance with this provision is null and void.

14. AMENDMENTS: The Grant Agreement may only be amended by written agreement of all parties, which must be executed in the same manner as the Grant Agreement.

15. RECORDKEEPING, AUDITS, & INSPECTIONS:

- a. Grantee shall create and maintain adequate records to document all matters covered by this Grant Agreement. Grantee shall retain all such records for six (6) years [or other longer period required by law after the end of the Grant Agreement period, and make records available for inspection and audit at any time DHEC deems necessary. If any litigation, claim, or audit has begun but is not completed at the end of the six-year period, or if audit findings have not been resolved at the end of the six-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. Grantee shall allow DHEC to inspect facilities and locations where activities under this Grant Agreement are to be performed on reasonable notice. Unjustified failure to produce any records required under this paragraph may result in immediate termination of this Grant Agreement with no further obligation on the part of DHEC.

Grantee must dispose of records containing DHEC confidential information in a secure manner such as shredding or incineration once the required retention period has ended. Confidential information means information known or maintained in any form, whether recorded or not, consisting of protected health information, other health information, personal information, personal identifying information, confidential business information, and any other information required by law to be treated as confidential, designated as confidential by DHEC, or known or believed by Grantee or Grantee's employee or agent to be claimed as confidential or entitled to confidential treatment.

- b. Grantee is responsible for the creation and maintenance of its own records in accordance with professional standards and for compliance with HIPAA, the South Carolina Physicians' Patient Records Act, and other laws. DHEC assumes no responsibility for the creation, maintenance, completeness, or accuracy of Grantee's records, or for compliance of any person or entity other than DHEC with HIPAA, the South Carolina Physicians' Patient Records Act, or other laws.

16. TERMINATION:

- a. Either party may terminate this Grant Agreement by providing thirty (30) days written notice of termination to the other party.
- b. DHEC funds for this Grant Agreement are payable from State and/or federal and/or other appropriations. If funds are not appropriated or otherwise available to DHEC to pay the charges or fund activities under this Grant Agreement, it shall terminate without any further obligation by DHEC upon written notice to Grantee. Unavailability of funds will be determined in DHEC's sole discretion. DHEC has no duty to reallocate funds from other programs or funds not appropriated specifically for the purposes of this Grant Agreement.
- c. DHEC may terminate this Grant Agreement for cause, default, or negligence on the Grantee's part at any time without thirty days advance written notice. DHEC may, at its option, allow Grantee a reasonable time to cure the default before termination.

17. NON-DISCRIMINATION: No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to activities carried out under this Grant Agreement on the grounds of race, religion, color, sex, age, national origin, disability, or any other basis prohibited by law. This includes the provision of language assistance services to individuals of limited English proficiency eligible for services provided by DHEC.

18. INSURANCE: During the term of this Grant Agreement, Grantee will purchase and maintain from a company or companies lawfully authorized to do business in South Carolina, such insurance as will protect Grantee from the types of claims which may arise out of or result from the Grantee's activities under the Grant Agreement and for which Grantee may be legally liable. The insurance required by this provision must be in a sufficient and reasonable amount of coverage and include, at a minimum, professional liability and/or malpractice insurance covering any professional services to be performed

under the Grant Agreement, and general liability insurance. If coverage is claims-based, Grantee must maintain in force and effect any “claims made” coverage for a minimum of two years after the completion of all work or services to be provided under the Grant Agreement. Grantee may be required to name DHEC on its insurance policies as an additional insured and to provide DHEC with satisfactory evidence of coverage. Neither party will provide individual coverage for the other party’s employees, with each party being responsible for coverage of its own employees.

19. DRUG FREE WORKPLACE: By signing this Grant Agreement, Grantee certifies that it will comply with all applicable provisions of The Drug-free Workplace Act, S.C. Code of Laws, Section 44-107-10 *et seq.*, as amended.
20. STANDARD OF CARE: Grantee will perform all services under this Grant Agreement in a good and workmanlike manner and with at least the ordinary care and skill customary in the profession or trade. Grantee and Grantee’s employees will comply with all professional rules of conduct applicable to the provision of services under the Grant Agreement.
21. NON-INDEMNIFICATION; LIMITATION ON TORT LIABILITY: Any term or condition of this Grant Agreement or any related agreements is void to the extent it: (1) requires DHEC to indemnify, defend, or pay attorney’s fees to anyone for any reason; or (2) would have the purpose or effect of increasing or expanding any liability of the State or its agencies or employees for any act, error, or omission subject to the South Carolina Tort Claims Act, whether characterized as tort, Grant Agreement, equitable indemnification, or any other theory or claim.
22. RELATIONSHIP OF THE PARTIES: Neither party is an employee, agent, partner, or joint venturer of the other. Neither party has the right or authority to control or direct the activities of the other or the right or authority to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party, unless expressly authorized in this Grant Agreement. Neither party assumes any liability for any claims, demands, expenses, liabilities, or losses that may arise out of any acts of failures to act by the other party, its employees or agents, in connection with the performance of services under this Agreement.
23. CHOICE OF LAW: The Grant Agreement, any dispute, claim, or controversy relating to the Grant Agreement and all the rights and obligations of the Parties shall, in all respects, be interpreted, construed, enforced and governed by and under the laws of the State of South Carolina, except its choice of law rules.
24. DISPUTES: All disputes, claims, or controversies relating to the Grant Agreement shall be resolved in accordance with the South Carolina Procurement Code, S.C. Code Section 11-35-10 *et seq.*, to the extent applicable, or if inapplicable, claims shall be brought in the South Carolina Court of Common Pleas for Richland County or in the United States District Court for the District of South Carolina, Columbia Division. By signing this Grant

Agreement, Grantee consents to jurisdiction in South Carolina and to venue pursuant to this Grant Agreement. Grantee agrees that any act by DHEC regarding the Grant Agreement is not a waiver of either sovereign immunity or immunity under the Eleventh Amendment of the United States Constitution and is not a consent to the jurisdiction of any court or agency of any other state.

25. DEBARMENT: Grantee certifies that it has not been debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state, federal or local agency. This certification is a material representation of fact upon which reliance was placed when entering into this Grant Agreement. If it is later determined that the Grantee knowingly or in bad faith rendered an erroneous certification, DHEC may terminate the Grant Agreement for cause in addition to other remedies available.
26. SERVICE OF PROCESS: Grantee consents to service of process by certified mail (return receipt requested) to the address provided as the Grantee's Notice Address herein, or by personal service or by any other manner that is permitted by law, in or outside South Carolina. Notice by certified mail is deemed effective when received.

27. NOTICE:

All notices under this Grant Agreement may be given by personal delivery, fax or email (with confirmed receipt), or express, registered, or certified mail, FedEx or other common express delivery service, return receipt requested, postage prepaid, and addressed as indicated below (or to such other persons, addresses and fax numbers as a party may designate by notice to the other parties). Notice shall be effective when received or, if delivery by mail or other delivery service is refused, then upon deposit in the mail or other delivery

GRANTEE

Contact

Vendor

Address

City, State Zip

Telephone:

Fax:

Email:

DHEC

Leigh Oden, Program Manager

SC DHEC - STD/HIV Division

Box 101106

Columbia, SC 29211

Telephone: (803) 898-0650

Fax: (803) 898-7683

Email: odenl@dhec.sc.gov

If any individual named above is no longer employed by the party in the same position at the time notice is to be given, and the party has failed to designate another person to be notified, then notice may be given to the named person's successor, if known, at the same address.

28. COMPLIANCE WITH LAWS: Grantee shall comply with all applicable laws, and regulations in the performance of this Grant Agreement.
29. THIRD PARTY BENEFICIARY: This Grant Agreement is made solely and specifically among and for the benefit of the Parties, and their successors and assigns, and no other person will have any rights, interest, or claims or be entitled to any benefits under or on account of this Grant Agreement as a third party beneficiary or otherwise.
30. INSOLVENCY, BANKRUPTCY, AND DISSOLUTION: (a) Notice. Grantee shall notify DHEC in writing within five (5) days of the initiation of insolvency, receivership, or bankruptcy proceedings, whether voluntary or involuntary, and not less than thirty (30) days before dissolution or termination of business. Notification shall include, as applicable, the date the petition was filed, anticipated date of dissolution or closure of business, identity of the court in which the petition was filed, a copy of the petition, and a listing of all State Grant Agreements against which final payment has not been made. This obligation remains in effect until completion of performance and final payment under this Grant Agreement. (b) Termination. This Grant Agreement is voidable and subject to immediate termination by DHEC upon Grantee's insolvency, appointment of a receiver, filing of bankruptcy proceedings, making an assignment for the benefit of creditors, dissolution (if an organization), death (if an individual), or ceasing to do business.
31. SEVERABILITY: The invalidity or unenforceability of any provision of this Grant Agreement shall not affect the validity or enforceability of any other provision, which shall remain in full force and effect.
32. WAIVER: DHEC does not waive any prior or subsequent breach of the terms of this Grant Agreement by making payments on the Grant Agreement, by failing to terminate the Grant Agreement for lack of performance, or by failing to enforce any term of the Grant Agreement. Only the DHEC Contracts Manager has actual authority to waive any of DHEC's rights under this Grant Agreement. Any waiver must be in writing.
33. PLACE OF CONTRACTING: This Grant Agreement is deemed to be negotiated, made, and performed in the State of South Carolina.
34. ATTACHMENTS/ADDENDA: Any attachments, addenda or other materials attached to the Grant Agreement are specifically incorporated into and made part of this Grant Agreement.

35. PREVENTING AND REPORTING FRAUD, WASTE AND ABUSE:

- a. DHEC has procedures and policies concerning the prevention and reporting of fraud, waste and abuse (FWA) in agency-funded programs, including but not limited to those funded by federal grants such as Medicaid. No agency employee, agent, or Grantee shall direct, participate in, approve, or tolerate any violation of federal or State laws regarding FWA in government programs.
- b. Federal law prohibits any person or company from knowingly submitting false or fraudulent claims or statements to a federally funded program, including false claims for payment or conspiracy to get such a claim approved or paid. The False Claims Act, 31 U.S.C. §3729-3733, and other “whistleblower” statutes include remedies for employees who are retaliated against in their employment for reporting violations of the Act or for reporting fraud, waste, abuse, or violations of law in connection with federal contracts or grants, or danger to public health or safety. Under State law, persons may be criminally prosecuted for false claims made for health care benefits, for Medicaid fraud, for insurance fraud, or for using a computer in a fraud scheme or to obtain money or services by false representations. Additional information regarding the federal and State laws prohibiting false claims and DHEC’s policies and procedures regarding false claims may be obtained from the DHEC Contracts Manager or Bureau of Business Management.
- c. Any employee, agent, or Grantee of DHEC who submits a false claim in violation of federal or State laws will be reported to appropriate authorities.
- d. If Grantee, Grantee’s agents or employees have reason to suspect FWA in DHEC programs, this information should be reported in confidence to DHEC. A report may be made by writing to the Office of Internal Audits, DHEC, 2600 Bull Street, Columbia, SC 29201; or by calling the DHEC Fraud, Waste and Abuse Hotline at 803-896-0650 or toll-free at 1-866-206-5202. Grantee is required to inform Grantee’s employees of the existence of DHEC’s policy prohibiting FWA and the procedures for reporting FWA to the agency. Grantee must also inform Grantee’s employees, in writing, of their rights and remedies under 41 U.S.C. §4712 concerning reporting FWA or violations of law in connection with federal contracts or grants, or danger to public health or safety, in the predominant native language of the workforce.

36. OTHER REPRESENTATIONS OF GRANTEE: Grantee represents and warrants:

- a. Grantee has the professional, technical, logistical, financial, and other ability to perform its obligations under this Grant Agreement.
- b. Grantee’s execution and performance of this Grant Agreement do not violate or conflict with any other obligation of Grantee.
- c. Grantee has no conflict of interest with its obligations under this Grant Agreement.

- d. Grantee has not initiated or been the subject of insolvency, receivership, or bankruptcy proceedings, whether voluntary or involuntary, within the last seven years.
 - e. Grantee has not previously been found in breach or default of any government contract, and is not the subject of any investigation (to its knowledge) or pending litigation for breach or default of any government contract, except as disclosed in Exhibit.
 - f. Grantee is a [specify entity type, e.g., corporation/limited liability company/other _____] duly organized, validly existing and in good standing under the laws of _____ and authorized to transact business in South Carolina, with full power and authority to execute and perform its obligations under this Grant Agreement.
37. STATE EMPLOYEE: Grantee certifies that he/she is not now and has not been within the last two years an employee of a South Carolina State agency.
38. COPYRIGHT: Ownership of all copyrightable or patentable subject matter developed, created, or invented under this Grant Agreement shall belong to DHEC. To the extent permitted under federal copyright law, any such copyrightable work shall be considered a work made for hire. To the extent any such work may not be considered a work made for hire under federal copyright law, Grantee irrevocably assigns and agrees to assign all right, title, and interest in such work to DHEC. Grantee irrevocably assigns and agrees to assign all right, title, and interest in any invention or other patentable subject matter to DHEC. Grantee shall execute without additional compensation any additional documents DHEC may reasonably require to effectuate or perfect such rights, including, without limitation, additional assignments, copyright registration applications, patent applications, affidavits, and other documents and instruments.
39. ADVANCE PAYMENT PENALTY: All services listed within this Grant Agreement are to be completed. In the event that all services are not fully rendered as provided for in the Grant Agreement, any monies that have been paid by DHEC under the Grant Agreement must be refunded to DHEC along with a 12% penalty.
40. SUBRECIPIENT AUDIT REQUIREMENTS: Subrecipients, except for-profit entities, must submit a certification of total federal and state grant expenditures upon request from DHEC. If Subrecipient expends \$750,000 or more in federal awards from all sources during the fiscal year, Subrecipient must have a single or program-specific audit conducted for that fiscal year, in accordance with the provisions of 2 CFR Part 200, Subpart F.

Subrecipient shall complete and submit the audit within the earlier of 30 days after receipt of the auditor's reports(s), or nine months after the end of the audit period. -Subrecipient agrees to send one copy of any audit conducted under the provisions of 2 CFR Part 200, Subpart F, to:

SC DHEC

Office of Internal Audits
2600 Bull Street
Columbia, SC 29201

Entities which are audited as part of the State of South Carolina Statewide Single Audit are not required to furnish a copy of that audit report to DHEC's Office of Internal Audits.

Non-federal entities that expend less than \$750,000 a year in total federal awards, from all sources, are exempt from the Federal audit requirements of 2 CFR Part 200, Subpart F for that year, but records must be available for review or audit by appropriate officials of the federal agency, pass-through entity, and General Accounting Office (GAO).

A subrecipient is prohibited from charging the cost of an audit to federal awards if the subrecipient expended less than \$750,000 from all sources of federal funding in the Grantee's fiscal year. If the subrecipient expends less than \$750,000 in federal funding from all sources in the subrecipient's fiscal year, but obtains an audit paid for by non-federal funding, then DHEC requests a copy of that audit to be sent to:

SC DHEC STD/HIV Division
HOPWA Program Manager
Box 101106
2100 Bull Street
Columbia, SC 29211

If a subrecipient utilizes an indirect cost rate, the subrecipient must provide a copy of the approved indirect cost rate letter from its federal cognizant agency OR an indirect cost rate reviewed and approved by an external auditor in accordance with GAAP. Otherwise, only direct charges will be allowed under the terms and conditions of this Agreement.

41. **FFATA REPORTING:** As a recipient of federal funds, Subrecipient is required to report the following minimum data elements to DHEC. Additional data elements may be required by subsequent OMB guidance or regulation.

(DO NOT ENTER THIS INFORMATION IN THE FEDERAL REPORTING DATABASE, ONLY REPORT IT BACK TO DHEC. DHEC BUREAU OF FINANCIAL MANAGEMENT IS RESPONSIBLE FOR REPORTING THIS INFORMATION TO THE FEDERAL GOVERNMENT)

1. *Data Universal Numbering System (DUNS) 9-digit number*
2. *Grant Agreement number*
3. *Subrecipient name as registered in the Central Grantee Registration*
4. *Amount of award received*
5. *Total Amount of Grant Agreement award*
6. *Date Grant Agreement was signed by both parties*
7. *Total Grant Agreement period*
8. *Physical location of primary place of performance*
 - a. *State*

- b. *Population*
 - c. *City*
 - d. *Congressional District*
 - e. *County*
 - f. *Area of Benefit (i.e., state, county, city, school district)*
9. *Top 5 most highly compensated officers and their compensation*

Submit the required data to the HOPWA Program Manager, SCDHEC, STD/HIV Division, Box 101106, Columbia, SC 29211.

42. AUDIT: Subrecipients who are not required to obtain a single or program specific audit may be required to obtain limited scope audits if the quarterly compliance reports, site visits and other information obtained by DHEC raise reasonable concern regarding compliance with Grant Agreement conditions. Such engagements may not be paid for by DHEC pass-through funds.
43. LOBBYING:
- a. Contractors and Grantees, including subcontractors, sub grantees, and sub- recipients who receive federal funds pursuant to this agreement, are prohibited from using any of the grant funds to engage in lobbying activities, and must adhere to applicable statutes and regulations as a condition of receiving the federal funds. These prohibited activities include both direct and "grass roots" lobbying at the federal, state, and local levels, legislative and executive functions.
 - b. No part of any grant or Grant Agreement funds will be used to pay the salary or expenses of any person related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government. This prohibition shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
 - c. 31 U.S.C. § 1352 certification (45 CFR Part 93).
The undersigned (authorized official signing for the applicant organization) certifies, to the best of his or her knowledge and belief, that
 - 1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the

awarding of any federal Grant Agreement, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any Federal Grant Agreement, grant, loan, or cooperative agreement.

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Grant Agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and Grant Agreements under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

44. COMPLIANCE REPORT REQUIREMENTS FOR STATE AND OTHER FUNDS:

Grantees who expend any funds obtained from, or passed through DHEC, must provide quarterly compliance reports outlining the status of the project, compliance with the scope of services, and documentation of expenditures to the proper program area of DHEC. The Grantee is subject to site visits from DHEC to monitor compliance

45. CONFIDENTIALITY:

- a. Grantee will comply with all confidentiality obligations under federal and state laws and DHEC policies and requirements including but not limited to the Federal Educational Rights and Privacy Act, 20 U.S.C. §1232g, and the Health Insurance Portability and Accountability Act (HIPAA), Public Law 104-92, as amended, and regulations (45 CFR Parts 160 and 164), as applicable. Confidential information means information known or maintained in any form, whether recorded or not, consisting of protected health information, other health information, personal information, personal identifying information, confidential business information, and any other information required by law to be treated as confidential, designated as confidential by DHEC, or known or believed by Grantee or Grantee's employee or agent to be claimed as confidential or entitled to confidential treatment.
- b. Grantee will not, unless required to perform its responsibilities under this Grant Agreement or required by law (as determined by a court or other governmental body with authority):

1. access, view, use, or disclose confidential information without written authorization from DHEC,;
 2. discuss confidential information obtained in the course of its relationship with DHEC with any other person or in any location outside of its area of responsibility in DHEC; or
 3. make any unauthorized copy of confidential information, or remove or transfer this information to any unauthorized location or media.
- c. Grantee will direct any request it receives for confidential information obtained through performance of services under this Grant Agreement, including a subpoena, litigation discovery request, court order, or Freedom of Information Act request, to the DHEC Contracts Manager and DHEC Office of General Counsel as soon as possible, and in every case within one business day of receipt. If Grantee discloses confidential information pursuant to a properly completed authorization or legal process, order, or requirement, Grantee must document the disclosure and make the documentation and authorization available for DHEC inspection and audit.
- d. Grantee must ensure that its employees, agents, and subgrantees who may have access to DHEC confidential information are aware of and comply with these confidentiality requirements. Grantee must ensure that any release of confidential information is limited to the minimum necessary to meet its obligations under this Grant Agreement and applicable law. If Grantee is a business associate and will or may have access to any Protected Health Information (PHI) under the Health Insurance Portability and Accountability Act (HIPAA), Public Law 104-92, as amended, and regulations (45 CFR Parts 160 and 164), Grantee will sign and comply with DHEC's Business Associate Agreement (DHEC Form 0854) and protect PHI in compliance with HIPAA. DHEC may, in its discretion, require Grantee and Grantee's employees, agents, and subgrantees to sign DHEC Form #321A, the DHEC Grantee Confidentiality Agreement, to protect information contained in a particular DHEC program area
- e. Grantee must immediately notify the DHEC Compliance Officer at 803-898-3318 and the DHEC Contracts Manager of any unauthorized use or disclosure of confidential information received under this Grant Agreement. Grantee will promptly notify DHEC of any suspected or actual breach of security of an individual's personal identifying information under S.C. Code Section 1-11-490 and will assist DHEC in responding to the breach and fulfilling its notification obligations under applicable law, including S.C. Code Section 1-11-490.
- f. Grantee's obligations under this provision and any other agreements concerning confidentiality shall survive termination, cancellation, or expiration of the Grant Agreement.
- g. Grantee must treat **all** information, documents, and electronically stored information received from or through DHEC or generated by Grantee or DHEC in connection with the performance of this Grant Agreement as confidential information and must not

disclose any such information or documents except as permitted by the Grant Agreement, and except to the extent DHEC authorizes the disclosure in writing or the disclosure is required by law (as determined by a court or other governmental body with authority)

46. PROVIDER-PATIENT RELATIONSHIP: DHEC does not, by virtue of entering into or performing this Grant Agreement, assume a provider-patient relationship with any person with whom DHEC does not otherwise have such a relationship. Persons receiving services from Grantee will be deemed Grantee's patients.
47. REVISIONS OF LAW: The provisions of the Grant Agreement are subject to revision of State or federal statutes and regulations and requirements governing (name of grant, etc.).
48. EQUIPMENT TITLE: Title to any equipment, goods, software, or database whose acquisition cost is borne wholly or in part by this Grant Agreement shall vest in DHEC upon acquisition.
49. THIRD PARTY BILLING: The Grantee will bill the third party source directly for reimbursement for such services. DHEC will be responsible for reimbursing the Grantee only that portion of charges not reimbursed by the third party source.
50. LICENSE/ACCREDITATION: Grantee represents and warrants that Grantee and Grantee's employees and/or agents who will perform services under this Grant Agreement currently hold in good standing all federal and state licenses (including professional licenses), certifications, approvals, and accreditations necessary to perform services under this Grant Agreement, and Grantee has not received notice from any governmental body of any violation or threatened or actual suspension or revocation of any such licenses, certifications, approvals, or accreditations. Grantee and its employees/agents shall maintain licenses, certifications, and accreditations in good standing during the term of this Grant Agreement. Grantee will immediately notify DHEC if a board, association, or other licensing or accrediting authority takes any action to revoke or suspend the license, certification, approval, or accreditation of Grantee or Grantee's employees or agents providing or performing services under this Grant Agreement.
51. HIPAA TRAINING: Before participating in any DHEC clinical activity or rendering any service to DHEC and its clients under this Grant Agreement, Grantee and its employees/agents will be educated and trained regarding the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and related regulations pertaining to the privacy and security of protected health information (the HIPAA Privacy Rule.) Grantee will provide documentation of successful completion of this training to the Contracts Manager before to initiating performance of this Grant Agreement. If this training has not been conducted, or documentation of training has not been provided, Grantee and its employees/agents will be required to receive necessary instruction using DHEC's e-learning system before initiating performance of this Grant Agreement.

52. INFORMATION SECURITY AWARENESS TRAINING: Before any DHEC Information System access can be granted, Grantee must ensure that its employees and agents have been educated and trained regarding information security awareness pertaining to information and cyber security. Grantee will provide documentation of successful completion of this training to the Contracts Manager before initiating performance of this Grant Agreement. If this training has not been conducted, or documentation of training has not been provided, Grantee and its employees/agents will be required to receive necessary instruction using DHEC's e-learning system before initiating performance of this Grant Agreement.
53. CERTIFICATION OF DESTRUCTION OF AGENCY DATA: At the termination of this Grant Agreement, Grantee will provide DHEC, in writing, certification that all DHEC data provided to the Grantee has been removed from all Grantee systems, backups, media and electronic storage mechanisms at all locations and/or under the control of the Grantee. This includes all original data files, copies made of the data files, derivatives or subsets of the data files and any manipulated data files.
54. VPN REMOTE ACCESS: The Parties have determined that in order to perform the responsibilities set forth in the Scope of Services, Grantee requires remote access to the Agency's Wide Area Network. In order to establish and maintain remote access, Grantee agrees to comply with DHEC Policy A.826 governing remote access, a copy of which is incorporated herein and provided to Grantee. Grantee acknowledges DHEC is not responsible for any problems/issues arising from the installation or use of a remote connection to a non-DHEC owned computer. Grantee agrees remote access in violation of Agency Policy will lead to termination of the remote access and may lead to termination of this Grant Agreement. Grantee agrees to notify the DHEC Project Manager of any potential security breach or violation of DHEC Policy.

Grantee and the Grantee's employees/agents who will have remote access to the DHEC WAN must sign and remain compliant with the DHEC Virtual Private Network Agreement provided by DHEC.

55. INDEMNIFICATION: "Claims" in this provision means a claim, demand, suit, cause of action, loss or liability. Notwithstanding any limitation in this Grant Agreement, and to the fullest extent permitted by law, Grantee shall defend, indemnify, and hold DHEC and its officers, directors, agents, and employees harmless from any Claims made by a third party for bodily injury, sickness, disease or death, defamation, invasion of privacy rights, breach of confidentiality obligations, infringement of intellectual property rights, or for injury to or destruction of tangible property arising out of or in connection with any act or omission of Grantee, in whole or in part, in the performance of services pursuant to this Grant Agreement. Further, Grantee shall defend and hold DHEC harmless from any

claims against DHEC by a third party as a result of the Grantee's breach of this Grant Agreement, including any breach of confidentiality by a person to whom Grantee disclosed confidential information in violation of this Grant Agreement. Grantee shall not be liable for any claims by a third party proven to have arisen or resulted solely from the negligence of DHEC. This indemnification shall include reasonable expenses including attorney's fees incurred by defending such claims. DHEC shall provide timely written notice to Grantee of the assertion of the claims alleged to be covered under this clause. Grantee's obligations hereunder are in no way limited by any protection afforded under workers' compensation acts, disability benefits acts, or other employee benefit acts. This clause shall not negate, abridge, or reduce any other rights or obligations of indemnity which would otherwise exist. The obligations of this paragraph shall survive termination, cancellation, or expiration of the Grant Agreement.

56. IRAN DIVESTMENT ACT- CERTIFICATION: (a) The Iran Divestment Act List is a list published by the State Fiscal Accountability Authority pursuant to S.C. Code Section 11-57-310 that identifies persons engaged in investment activities in Iran. Currently, the list is available at <http://procurement.sc.gov>. (b) By entering into this Grant Agreement, Grantee certifies that, as of the execution and effective date of the Grant Agreement, Grantee is not on the then-current version of the Iran Divestment Act List. This representation is a material inducement for DHEC to enter into this Grant Agreement.
57. IRAN DIVESTMENT ACT – ONGOING: . (a) Grantee must notify the DHEC Grant Agreements Manager immediately if, at any time during the Contract term, Grantee is added to the Iran Divestment Act List established pursuant to S.C. Code Ann. Section 11-57-310. (b) Consistent with Section 11- 57-330(B), Grantee shall not contract with any person to perform a part of the services under this Grant Agreement, if, at the time Grantee enters into the subcontract, that person is on the then-current version of the Iran Divestment Act List.
58. OPEN TRADE REPRESENTATION: Grantee represents that Grantee is not currently engaged in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in S.C. Code Section 11-35-5300.
59. OPEN TRADE: During the Grant Agreement term, including any renewals or extensions, Grantee will not engage in the boycott of a person or an entity based in or doing business with a jurisdiction with whom South Carolina can enjoy open trade, as defined in S.C. Code Section 11-35-5300.
60. LIMITATION ON DHEC LIABILITY: In no case shall DHEC's liability for any alleged breach of this Grant Agreement exceed the total Grant Agreement amount spent by DHEC through the time of the alleged breach.

61. TOBACCO-FREE CAMPUS POLICY: Tobacco-Free Campus Policy: Use of all tobacco products, including smokeless tobacco and electronic cigarettes, is prohibited in any facility or on any property owned or controlled by DHEC (including parking lots, parking garages, sidewalks, and breezeways).
62. CONFLICT OF INTEREST: In addition to the conflict of interest requirements in OMB Circular A-102 and 24 CFR 85.36 (b)(3), no person who is an employee, agent, consultant, officer, or elected or appointed official of Grantee and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest in any other grant agreement, subgrant agreement, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter. HUD may grant exceptions to this exclusion as provided in CFR 24 part 574.625 (b).
63. GRIEVANCE POLICY: Each subrecipient is contractually obligated to have a grievance policy for their HOPWA Program. The subrecipient's grievance policy must be in writing and shared with HOPWA clients at the point of initial eligibility screening and annually thereafter. The policy must state that any grievance related to a denial of services or a complaint about services received which is unresolved at the subrecipient level may be reported by the client to DHEC's STD/HIV Division by calling the Division at 800-856-9954 between the hours of 8:30AM-5:00PM Monday-Friday, excluding holidays. Further, the policy must state that grievances filed with DHEC will remain confidential, unless the client specifically requests that DHEC follow-up with the subrecipient, and, there shall be no reprisal towards the client when grievances are made.
64. LIMITATIONS OF ASSISTANCE TO PRIMARILY RELIGIOUS ORGANIZATIONS: Assistance may be provided by project sponsors that are primarily religious organizations if the organization agrees to provide eligible activities in a manner that is free from religious influences and in accordance with the following principals:
- a. It will not discriminate against any employee or applicant for employment based on religion and will not limit employment or give preference in employment to persons on the basis of religion.
 - b. It will not discriminate against any person applying for eligible activities on the basis of religion and will not limit housing or other eligible activities or give preference to persons on the basis of religion.
 - c. It will provide no religious instruction or counseling, conduct no religious services or worship, engage in no religious proselytizing, and exert no other religious influence in provision of eligible activities.
65. NON-DISCRIMINATION AND EQUAL OPPORTUNITY: The Grantee must, within the eligible population, comply with the following requirements for nondiscrimination on the basis of race, color, religion, sex, national origin, age, health status, familial status and disability. No person shall be excluded from participation in, be denied the benefits of, or be subjected to discrimination in relation to activities carried out under this Grant Agreement on the grounds of race, age, health status, disability, color, sex, religion or

national origin. This includes the provision of language assistance services to individuals of limited English proficiency eligible for services provided by DHEC.

- a. FAIR HOUSING REQUIREMENTS: The requirements of the Fair Housing Act (42 U.S.C. 3601-19) and implementing regulations at 24 CFR part 100; Executive Order 11063 and implementing regulations at 24 CFR part 107; and Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) (Nondiscrimination in Federally Assisted Programs) and implementing regulations issued at 24 CFR part 1.
 - b. DISCRIMINATION ON THE BASIS OF AGE OR HANDICAP: The prohibitions against discrimination based on age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-07) and implementing regulations at 24 CFR part 146; the prohibitions against discrimination against handicapped individuals under section 504 of the Rehabilitation of 1973 (29 U.S.C 794) and implementing regulations at 24 CFR part 8; and applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101-12213) and implementing regulations at 28 CFR part 35 (States and local government grantees) and part 36 (public accommodations requirements for certain types of short-term housing assistance).
 - c. EMPLOYMENT OPPORTUNITIES: The requirements of Section 3 of the Housing and Urban Development Act of 1968, (12 U.S.C 1701(u)) (Employment Opportunities for Lower Income Persons in Connection with Assisted Projects).
 - d. MINORITY AND WOMEN'S BUSINESS ENTERPRISES: The requirements of Executive Orders 11625, 12432, and 12138 apply to grants under this part. Consistent with HUD's responsibilities under these Orders, the consortia and/or project sponsor must make efforts to encourage the use of minority and women's business enterprises in connection with funded activities.
 - e. AFFIRMATIVE OUTREACH: The Grantee must adopt procedures to ensure that all persons who qualify for the assistance, regardless of their race, color, religion, sex, age, national origin, familial status, or disability know of the availability of the HOPWA program, including facilities and services accessible to persons with a handicap, and maintain evidence of implementation of the procedures.
 - f. DISABILITY REQUIREMENTS: The Grantee must not discriminate against persons with AIDS or related diseases based on an additional disability of such persons in violation of the Fair Housing Act or Section 504 of the Rehabilitation Act of 1973. In addition, the Grantee must comply with the reasonable modification requirement of the Fair Housing Act, the reasonable accommodation requirements of the Fair Housing Act and Section 504 of the Rehabilitation Act of 1973, and the accessibility requirements of the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act, and implementing regulations. See 42 U.S.C. 3604(f) and 24 CFR 100.203-100.205; 29 U.S.C. 794 and 24 CFR part 8; and 28 CFR parts 35 and 36.
66. PROJECTED BUDGET: The Grantee will submit a projected budget (Attachment II) and budget narrative to DHEC at the beginning of the grant year. If a budget revision exceeds

10%, the Grantee must make a written request to DHEC for approval of the revision. The budget revision will not be allowed until the Grantee receives written approval from DHEC.

67. REPORTS REQUIREMENTS:

- a. Grantee must insure compliance with HUD reporting requirements. A Consolidated Annual Performance and Evaluation Report (CAPER) will be submitted for the HOPWA year, which is April 1 -March 31. Reports from the project sponsor will be due to DHEC by April 30th each year. Forms for the report will be provided by DHEC. The report will include demographic information about individuals and families assisted with HOPWA funds, administrative costs charged to the program and costs for emergency housing assistance, and supportive services including staffing costs. Subgrantees or subgrantees will report to the Grantee and DHEC following the DHEC reporting schedule utilizing the DHEC reporting format. Grantee must also comply with any additional reporting requests such as mid-year HOPWA reports and quarterly financial reports.
- b. Quarterly Financial Reports identifying the amount of funds received and the amount expended for each category of services provided are required to be submitted to DHEC on a quarterly basis within fifteen (15) days after the end of the quarter.
- c. A Mid-Year Programmatic Report showing progress in meeting the program goals and objectives, including numbers of clients served with each service, are required to be submitted to DHEC after the end of the first six (6) months of the grant period.
- d. Grantee must agree to make available to DHEC and HUD for inspection financial records to ensure proper accounting and dispersing of HOPWA funds. These records may be monitored on an ongoing basis by DHEC and are subject to review by HUD.
- e. The Grantee must maintain records for six (6) years beyond the end date of this Grant Agreement. The Grantee must agree to make available to HUD for inspection financial records to ensure proper accounting and dispersing of HOPWA funds. These records will be monitored on an ongoing basis by DHEC and are subject to an annual review by HUD.
- f. Grantee must be prepared to provide, upon request by DHEC and HUD, specific documentation of expenditures included on submitted invoices. The following areas will be reviewed:
 1. FINANCIAL MANAGEMENT: Financial records will be reviewed to assure compliance with generally accepted accounting requirements. The records should provide accurate, current and complete disclosure of financial results. They have to identify the source and application of funds and must be supported by invoices and other source documentation.
 2. PROGRAM PROGRESS: Review progress in providing mortgage, rent and utility payments, providing supportive services and expending funds.

68. RETURN OF FUNDS: Grantee shall return to DHEC any funds paid by DHEC and not used for completion of services in accordance with this Grant Agreement. If DHEC determines, through audit or otherwise, that Grantee has misused funds, Grantee shall return those funds as directed by DHEC.
69. SPECIAL SECURITY REQUIREMENTS:
- a. Individuals served by Grantee are Grantee's clients, not DHEC clients, and therefore Grantee is responsible for creating and maintaining client records and for all matters pertaining to HIPAA and data security and confidentiality.
 - b. Grantee must:
 - 1) Adhere to CDC's Data Security and Confidentiality Guidelines (*Data Security and Confidentiality Guidelines for HIV, Viral Hepatitis, Sexually Transmitted Disease, and Tuberculosis Programs: Standards to Facilitate Sharing and Use of Surveillance Data for Public Health Action* (Atlanta, GA: U.S. DHHS, Centers for Disease Control and Prevention; 2011 (<http://www.cdc.gov/nchhstp/programintegration/docs/PCSIDataSecurityGuidelines.pdf>)) including any amendments;
 - 2) Submit annually a certification of compliance in the form attached (Attachment IV) assuring compliance with the standards; and
 - 3) Ensure that staff members and grantees with access to public health data attend data security and confidentiality training annually and maintain training documentation in their personnel files.
 - c. DHEC may at any time review and audit all Grantee files and records for matters pertaining to the funded services, including Grantee's compliance with CDC's Data Security and Confidentiality Guidelines. Grantee must make medical records, files, or other documentation available to DHEC upon request.
 - d. Grantee must manage all breaches of protected health information (PHI) or personally identifiable information (PII) in compliance with applicable law. Grantee must notify DHEC immediately upon discovery of any breach. If the breach relates to CDC funded services, Grantee must also notify CDC within one (1) hour of the discovery.

The parties to the Grant Agreement hereby agree to any and all provisions of the Grant Agreement as stipulated herein.

SOUTH CAROLINA DEPARTMENT OF
HEALTH AND ENVIRONMENTAL CONTROL

GRANTEE NAME

BY: _____

Director
Bureau of Disease Control

BY: _____

(Title)

DATE: _____

DATE: _____

MAILING ADDRESS:
SC DHEC - Public Health Contracts
Bureau of Business Management
2600 Bull Street
Columbia, SC 29201
803-898-3501

MAILING ADDRESS:

Phone: () ____ - ____
Fax: () ____ - ____
E-mail: _____

REMITTANCE ADDRESS: (if applicable)

This is a draft copy of a grant agreement, for informational purposes. Awarded applicant would be required to sign a grant agreement with SCDHEC before any billable services could be provided. A grant agreement will be mailed to awarded applicant for signature after the award posting period has ended.

TAX/EMPLOYER ID#: _____

TYPE OF ENTITY (check one):

- ☐ Corporation
- ☐ LLC
- ☐ Partnership
- ☐ Nonprofit organization
- ☐ Government agency or political subdivision
- ☐ Other Governmental body (specify) _____
- ☐ Individual/sole proprietor
- ☐ Other (specify) _____

If a corporation or LLC, or nonprofit organization:

State of incorporation/organization:

Registered agent and address in South Carolina:

SCDLLR or other license # _____

Attachment I

HOPWA FY 2017 Grant Year Request for Grant Applications

http://www.scdhec.gov/Health/FHPF/DiseaseResourcesforHealthcareProviders/HIV_AIDS_STD_Resources/HIV_SupportForCommunities/

Attachment II
Projected Budget Form

DRAFT

ATTACHMENT II

SC HOPWA Budget Form location: http://www.scdhec.gov/health/disease/stdhiv/hopwa_applications.htm

HOPWA BUDGET and QUARTERLY REPORT

April 1, 20__ - March 31, 20__

Service Provider Name: _____

EXPENDITURE CATEGORY	Budget Allocation	1st Quarter April 1-June 30	2nd Quarter July 1-September 30	3rd Quarter October 31 - December 31	4th Quarter January 1-March 31	Total Expenses to Date	Grant Agreement Funds Remaining
By Service Category							
1. Supportive Services						-	-
2. Short-term Rent/Utilities						-	-
3. Housing Placement						-	-
4. Tenant Based Rental Assistance						-	-
5. Facility Based Operating Costs						-	-
						-	-
						-	-
6. Administration						-	-
7. TOTAL SERVICE EXPENDITURES	-	-	-	-	-	-	-
EXPENDITURE CATEGORY	Budget Allocation	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	Total Expenses	Grant Agreement Funds Remaining
By Operating Category							
8. Personnel		-	-	-	-	-	-
9. Supplies			-	-	-	-	-
10. Travel			-	-	-	-	-
11. Equipment			-	-	-	-	-
12. Contractual		-	-	-	-	-	-
13. Other (specify)			-	-	-	-	-
STRMU		-	-	-	-	-	-
Deposits		-	-	-	-	-	-
14. Administration		-	-	-	-	-	-
15. TOTAL OPERATIONAL EXPENDITURES	-	-	-	-	-	-	-
Difference between categories:	-	-	-	-	-	-	-

Note: Lines 7 and 15 must be equal

Attachment IV
Grantee Certification of Compliance
Requires Signature

DRAFT

ATTACHMENT IV

Grantee Certification of Compliance

CERTIFICATION OF COMPLIANCE WITH THE “SECURITY AND CONFIDENTIALITY STANDARDS FOR PUBLIC HEALTH DATA AND DESIGNATION OF OVERALL RESPONSIBLE PARTY (ORP)”

By signing and submitting this form, we certify our compliance with CDC’s National Center for HIV/AIDS, Viral Hepatitis, STD, and TB Prevention’s **Data Security and Confidentiality Guidelines**. We acknowledge that all standards included in the guidelines have been implemented unless otherwise justified in an attachment to this statement. We agree to apply the standards to all staff and contractors funded through CDC HIV/AIDS Prevention or HRSA’s Ryan White Care programs that have access to or maintain confidential health data. We ensure all sites where applicable public health data are maintained are informed about the standards. Documentation of required local data policies and procedures is on file with the persons listed below and available upon request.

Name(s), title(s), & phone number(s) of the proposed Overall Responsible Party (ORP) or ORP Panel.

Name	Title	Telephone

Piedmont Care, Inc
Organization

Signature: Executive Director

Signature: Authorized Business Official

Date

Date

Attachment 6

Procedures for Dispute Resolution

Attachment 6

Procedures for Dispute Resolution

I. DISPUTE PROCEDURES FOR GRANT PROGRAM APPLICATIONS DURING THE APPLICATION PROCESS

The following dispute procedures are available to any community based organization, local or county program or any other applicant that objects to any requirement(s) as outlined in a Request for Grant Applications (RFGA), amendment to RFGA or does not receive a distribution of funding as a grantee under a federal, state, or combined federal/state grant program. An applicant or grantee that disagrees with any element of the grant requirements or with the distribution of funding is also referred to herein as a “requestor.”

- A. **Request or Application for Funding.** Subject to conditions set forth in these procedures, any prospective applicant desiring to file a dispute concerning DHEC’s proposed evaluation of applications or proposed manner of distribution of funds (as outlined in the RFGA) shall e-mail or fax a Notification of Appeal to the DHEC Grant Program Manager*, within **three (3) business days** of the posting date of the RFGA or any amendment thereto. The notification of appeal must clearly specify the grounds of the dispute and the relief requested. Within **seventy-two (72) hours** of receipt of a notification of appeal, the Grant Program Manager shall render a decision as to the disposition of the dispute and will e-mail or fax written notification of this decision to the prospective applicant. If the prospective applicant is not satisfied with the decision rendered by the Grant Program Manager, the applicant shall e-mail or fax written notification to the DHEC Program Area Director* within **two (2) business days** of the date of the written notification of decision from the Grant Program Manager. The Program Area Director will conduct a review and e-mail or fax a written decision to the prospective applicant within **three (3) business days**. The written decision will be final and may not be further appealed by the requestor.
- B. **Award to an Applicant.** A requestor with a dispute regarding the Notification of Award shall e-mail, fax or mail a Notification of Appeal to the Grant Program Manager within **three (3) business days** of the date of posting of the Notification of Award. The notification of appeal must clearly specify the grounds of the dispute and the relief requested. Within **seventy-two (72) hours** of receipt of a notification of appeal, the Grant Program Manager shall render a decision as to the disposition of the dispute and will e-mail or fax written notification of this decision to the requestor. If the requestor is not satisfied with the decision rendered by the Grant Program Manager, the requestor shall e-mail or fax written notification to the Program Area Director within **three (3) business days** of the date of the written response from the Grant Program Manager. The Program Area Director will conduct a review and e-mail or fax a written decision to the requestor within **three (3) business days**. The written decision will be final and may not be further appealed by the requestor.
- C. **Notice of Decision.** A copy of all correspondence or decisions under this dispute resolution procedure shall be mailed or otherwise furnished immediately to the requestor and any other party intervening.

II. PROCEDURES FOR GRANT DISPUTES OR CONTROVERSIES REGARDING DHEC'S EVALUATION OF A GRANTEE'S EXPENDITURES IN THE POST-AWARD PHASE

- A. **Applicability.** These procedures shall apply to controversies between DHEC and a grantee when the grantee disagrees with DHEC's evaluation of an expenditure by the grantee as "not allowed" under the grant program requirements. These procedures constitute the exclusive means of resolving a controversy between DHEC and a grantee of an awarded grant.
- B. **Complaint against Grant Program Management.** No later than *thirty (30) calendar days* after receiving notice that the agency's grant program area has denied an expenditure, a grantee must e-mail or fax written notice identifying any dispute or controversy to the Grant Program Manager. The Grant Program Manager will, within *thirty (30) calendar days* thereafter, review and attempt to informally resolve the dispute or controversy. If the dispute cannot be mutually resolved within that timeframe, a grantee wishing to continue pursuit of the dispute must e-mail or fax written notice of the dispute to the Program Area Director within *five (5) business days* following the 30-day review period. The Program Area Director or his/her designee will, within *ten (10) business days* of receipt of a written notice of the dispute, meet or hold a conference call with the grantee. Within *ten (10) business days* after such consultation with the grantee, the Program Area Director will e-mail or fax the grantee with a written determination as to his/her decision regarding the disposition of the expenditure. The decision of the Program Area Director will be final and may not be further appealed by the requestor.

** Contacts are listed below:*

Grant Program Manager:

Leigh Oden
SCDHEC
2100 Bull Street
Columbia, SC 29201
SCDHEC
Phone: (803) 898-0650
Fax: (803) 898-0573
(odenl@dhec.sc.gov)

Program Area Director:

Ali Mansaray
SCDHEC
2100 Bull Street
Columbia, SC 29201
SCDHEC
Phone: (803) 898-0625
Fax: (803) 898-0573
(mansarab@dhec.sc.gov)